

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering Services - Year 1 (Base Year)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Engineering Services - Year 2 (Option Year 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Engineering Services - Year 3 (Option Year 2)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Engineering Services - Year 4 (Option Year 3)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Engineering Services - Year 5 (Option Year 4)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Engineering Services - Year 6 (Option Year 5)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Engineering Services - Year 7 (Option Year 6)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	Fixed Price Type, IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	Cost Reimbursement Type, including incentive - arrangements. As mutually agreed in individual task orders.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	Time & Material IAW the Labor Rate Table - and Material Matrix (See Section J, Appendix 1)				

## **B.1 MINIMUM & MAXIMUM AMOUNTS, INDEFINITE-DELIVERY/INDEFINITE QUANTITY (ID/IQ).**

a. This is an Indefinite-Delivery/Indefinite-Quantity (ID/IQ) multiple award contract, using Fixed Price (FP), Cost-Reimbursement (CR) , and Time and Material (T&M) type task orders. The total amount of all orders placed against all contracts awarded shall not exceed \$1,000,000,000 over seven years (one-year base period and six one-year option periods). The guaranteed minimum is \$100,000.00 for each contract for the base period only.

b. Two separate competitions are being conducted under this effort (small business set aside and full and open). The Government intends to award a minimum of six (6) contracts, with at least one half of the awards intended for small business. While the Government intends to award multiple contracts, it reserves the right to award one, multiple, or no contracts depending on the quality of the proposals submitted and the availability of funds. Awards will be made to the offerors whose proposals represent the best value in accordance with the evaluation criteria defined in Section M, Evaluation Factors for Award.

c. Task orders will be awarded in accordance with Section G.1, Task Order Award Procedures.

## **B.2 PRICING OF LABOR RATE TABLE FOR TASK ORDERS.**

a. FP or T&M task orders awarded pursuant to this contract will be priced in accordance with the pricing set forth in Section B.3, Labor Rate Table. The labor rates in this section reflect the fully-burdened rates for each labor category and will apply to all direct labor hours.

b. In the event work is required for which the contractor can be expected to incur costs markedly different from those normally incurred, e.g. work outside the Continental United States (OCONUS), consideration will be given to awarding task orders on a cost-reimbursement basis.

c. T&M/FP Labor Rates.

(1) Government Site Rates. When performing at Government sites, the contractor shall furnish personnel. The Government will only provide office space, furniture, office equipment, and supplies necessary for completion of the requirement.

(2) Contractor Site Rates. When performing at a contractor site, the contractor shall furnish office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processors, spreadsheets, graphics, etc.), normal copying and reproduction costs.

d. The proposed T&M/FP labor categories and ODCs mark-up rates required for performance under this contract are listed in the labor rate and ODC tables in Section B.3.

(1) Labor. The Section B.3 Labor Rate Table represents fully-loaded hourly rates for each skill classification. Labor shall not be reimbursed as an ODC. The all-inclusive fully-burdened labor rates shall include all direct, indirect, general and administrative costs and profit/fee associated with providing the required skill. The fully burdened labor rates shall include a rate to accommodate the cost of the contract level support requirement specified in Section C.2. The fully-burdened labor rates shall include all labor and labor related costs, such as, but not limited to, the following list of representative labor related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. Contractor site rates shall also include contractor-provided facilities, furniture, equipment, supplies, tool kits, employee training and overhead amounts required for work at contractor site rates. This includes, but is not limited to, telephones, facsimile machines and their telecommunications lines, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software, such as word processors, spreadsheets, graphics, normal copying and reproduction costs. All hourly rates shall be based on a 40-hour work-week (2,080 hours per year).

(2) ODCs. The contractor shall develop mark-up rates for applying to other direct costs on FP and T&M task orders. These rates shall be fixed for the duration of the contract, to include option years, if exercised. These rates will be indicated on each Labor Rate Table under the ODCs.

(3) The labor rates are fixed for the base period and six option year periods, however, the contractor may submit a proposal reducing the fixed labor rates and mark-up percentages at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the labor rate tables.

(4) The rates that are set-forth in the contract can be used on either T&M or FP task orders. The rates specified below in Section B.3 shall apply to most of the work performed under this contract.

(5) At the request of either the contractor or the Government, the contractor may propose additional labor categories, rates and descriptions that the contractor believes will be required to support the requirements of this contract. These additional categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated into Section B of this contract.

e. The same contract-level support rate that is developed for the FP and T&M labor categories will be applied to labor (only) on cost reimbursement task orders.

f. The cost of general purpose items required for the conduct of the contractor's normal business operations will not be considered an allowable ODC in the performance of this contract. See also Section H for limitations on materials and mandatory support documentation.

### **B.3 LABOR RATE TABLE.**

The following Labor Rate Table represents fully loaded hourly labor rates for each skill classification. The offeror shall provide one fully-loaded rate for work performed at the contractor site and one fully-loaded rate for work performed at Government sites for each labor category. The years cited represent contract years. For purposes of preparing proposals and for evaluation purposes only, assume that contract award will be March 2002.

[LABOR RATE TABLE IS PROVIDED AT ATTACHMENT 2]

### **B.4. CLAUSES AND PROVISIONS**

a. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

b. Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

c. Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

## SECTION C Descriptions and Specifications

### C.1. DISA 52.215-9107 REQUIREMENTS AND STANDARDS (IAW FAR 15.204-2(c))

The work and services to be performed shall be subject to the requirements and standards contained in the Statements of Work (SOW) entitled "DISA Next Generation Engineering - Full and Open," and "DISA Next Generation Engineering - SB Set aside," dated October 2001, referenced in Section J, List of Attachments.

### C.2. CONTRACT LEVEL SUPPORT.

The contractor shall provide necessary contract level management support and services for the NexGen contract. Specific support requirements include the following. The cost for this support/service is included in the Labor Rate Tables in Section B, either in the fully loaded labor category rates for T&M and FP orders or as a separate rate for cost-reimbursement orders.

a. Contract Level Management Support: The contractor shall plan, organize, and implement key contractor activities necessary to control the overall effort being performed under the contract. The contractor shall be responsive to unforeseen problems that can also occur due to changes in Government requirements and priorities.

b. Contract Level Reporting: The contractor shall provide a contract level progress, status, and management report (DI-MGMT-80227) that consolidates data for all task orders issued under the contract. The contract level progress, status, and management report shall at least include the following information. An electronic copy of the report shall be delivered to the Contracting Officer and Contracting Officer's Representative on the 10th workday of each month.

- (1) Listing of all active task orders
- (2) Listing of all inactive task orders and date of closure and final total cost
- (3) Listing of contract expenditures for socioeconomic firms:
  - (a) annual projections for each contract year and cumulative-to-date amounts;
  - (b) socioeconomic categories: (1) small business; (2) small disadvantaged business (including HBCU/MIs); (3) small woman-owned business; (4) Hub-Zone business; and (5) service disabled veteran owned business.
- (4) Cost data summaries for contract, as a whole, and each active task order. Note that "costs" reported must include all costs expended in performance, regardless of invoice and/or voucher amounts; estimates of vendor/subcontractor costs are acceptable. Cost data summaries shall include:
  - (a) initial total projected costs for full period of performance
  - (b) cumulative costs to date
  - (c) total costs for the previous month
  - (d) ratio of expenditures for prime contractor to subcontractors, for the contract year to date and cumulative for the life of the contract
  - (e) the estimate of costs-to complete each task, and supporting narrative for overruns and underruns for variances over 10%
  - (f) ratio of prime labor (only) costs to subcontractor labor (only) costs for each active task order to
- (5) Summary of Other Direct Costs (ODC):
  - (a) summary of ODCs to-date from start of contract/task order
  - (b) ODC categories: materiel, equipment, travel, etc. (Note: For FP and T&M task orders, subcontractor labor is not reported as an ODC.)
- (6) Listing of Task Orders with significant issues and/or problems.

c. Contract Level Travel: Travel in connection with contract-level requirements will typically be only local travel. However, if travel is required outside the Washington, DC area, the contractor shall obtain prior approval from the COR. The contractor shall provide an accounting for the number of trips by designation, location, the number of contractor personnel on each trip, the inclusive dates of the trips, the duration of the trips in days, and the

significant results accomplished during the trip. This accounting shall be incorporated into the contract level progress, status, and management report.

d. Contract Level Meeting Support: Contract level meetings between the contractor and the government shall be scheduled from time to time as mutually agreed to between the CO or COR and the contractor. Also see Section H.11.

e. Quality Control. The contractor shall develop, implement, and maintain a quality control program. The program shall include inspection, validation, evaluation, corrective action, and procedures necessary to effect quality control of all performance and products under the contract. The program shall allow inspection and evaluation by the Government. The program shall be applicable to all subcontractors.



SECTION D Packaging and Marking

**D.1. DISA 52.214-9100 PACKAGING AND MARKING OF DELIVERABLES (IAW FAR 14.201-2(d))**

- a. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.
- b. All data and correspondence submitted to the Contracting Officer , the Contracting Officer's Representative (COR), or the Task Monitor (TM) shall reference the contract number, task order number, and name of the Contract Specialist and/or COR as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contracting Officer.

## SECTION E Inspection and Acceptance

### E.1 FAR CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-7	Inspection of Research and Development-Fixed-Price	AUG 1996
52.246-8	Inspection of Research and Development-Cost-Reimbursement	MAR 2001
52.246-16	Responsibility For Supplies	APR 1984

### E.2 INSPECTION AND ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

Final inspection and acceptance of all work, performance, reports, and other deliverables required under this contract shall be performed at the location stated in the individual task order. The task order will also identify the individual responsible for inspection and acceptance.

### E.3 DISA 52.246-9101 BASIS FOR ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

a. The basis for acceptance shall be compliance with the requirements set forth in contract level statement of work, the individual task order statement of work, and other terms and conditions of the contract. Deliverable items rejected under the individual task orders shall be corrected in accordance with the applicable contract clauses.

b. The Government will require a period not to exceed 30 days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the individual task orders.

SECTION F Deliveries or Performance

**F.1 FAR CLAUSES INCORPORATED BY REFERENCE:**

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

**F.2 DISA 52.211-9100 PERIOD OF PERFORMANCE (IAW FAR 11.401(a))**

Performance under this contract shall be from 22 April 2002 through 21 April 2003. See Subsection I.3, FAR 52.216-18, Ordering, for the time period for issuing task orders.

**F.3 DISA 52.211-9101 PLACE OF PERFORMANCE (IAW FAR 11.401(a))**

Services required under this contract will be performed primarily in the Washington, DC metropolitan area and the Fort Monmouth, NJ area; however, performance may take place in any of the 50 states. In addition, services may be required in any country in which the U.S. Government Departments or Agencies have a presence. The specific place of performance will be stated in the individual task order statement of work.

**F.4 DISA 52.211-9102 PERIOD OF PERFORMANCE FOR OPTIONS (IAW FAR 11.401(a) and 15.204-2(f))**

The period of performance for the options, if exercised, shall be as follows:

- a. Option 1 (CLIN 0002) performance period is twelve months following the Basic Period.
- b. Option 2 (CLIN 0003) performance period is twelve months following Option Period 1.
- c. Option 3 (CLIN 0004) performance period is twelve months following Option Period 2.
- d. Option 4 (CLIN 0005) performance period is twelve months following Option Period 3.
- e. Option 5 (CLIN 0006) performance period is twelve months following Option Period 4.
- f. Option 6 (CLIN 0007) performance period is twelve months following Option Period 5.

**F.5 DISA 52.211-9103 DELIVERY SCHEDULE FOR REPORTS AND OTHER DELIVERABLES (IAW FAR 11.401(a) and 15.204-2(f))**

The work and services required under the basic contract and options, if exercised, shall be completed and delivered in accordance with the delivery dates specified in the individual task orders.

**F.6 DISA 52.211-9104 PLACE OF DELIVERY (IAW FAR 11.401(a) and 15.204-2(f))**

- a. The work and services required under this contract shall be delivered to the Task Monitor identified in the individual task order.
- b. A copy of monthly progress reports and cover letters transmitting **final** submissions of technical deliverables shall be sent to the Contracting Officer and the Contracting Officer's Representative.

## SECTION G Contract Administration Data

### G.1 TASK ORDER AWARD PROCEDURES

The following provision defines the process by which (a) Fair Opportunity for Award will be afforded; (b) Task Orders (TO) will be processed and priced; and (c) TOs will be awarded. Please Note: Careful attention should be paid to those areas in which the procedures change due to use of a different contract type/pricing methodology.

#### a. FAIR OPPORTUNITY FOR AWARD:

1. General: One or more Task Orders (TOs) may be issued during the performance period of this contract. Performance-based statements of work will be used whenever appropriate. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer (CO) will give each awardee a fair opportunity to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph (a.2) below applies.

2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$2,500 when the CO determines one of the following conditions apply:

- (a) providing such opportunity would result in unacceptable delays;
- (b) only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (c) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
- (d) it is necessary to place an order to satisfy a minimum guarantee.

#### b. PROCESSING AND PRICING OF TASK ORDERS.

1. Selection Criteria for Awarding a TO: The Government TO proposal request will contain the evaluation criteria against which the proposals will be evaluated. The government's award decision will be based on selection criteria that includes, as a minimum, past performance, technical/management approach, and price/cost. Evaluation of past performance will be based on each awardee's original proposal's past performance data as supplemented by the government and contractor during the life of the contract. As work proceeds under the contract, it is probable that the past performance data submitted with the original contract proposal will be disregarded for current performance reports received on task orders performed under this contract. In addition, individual TO selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified on each individual requirement.

#### 2. Proposal Process for Selected Multi-awardees:

(a) The CO or designated representative will issue a TO proposal request to awardees. The TO proposal request will include a due date for proposal submission and a statement of work (SOW) which includes a detailed description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The TO proposal request will also include specific instructions for the submission of proposals (i.e., oral or written, distribution instructions), the selection criteria factors, the factors' order of importance, and other information deemed appropriate.

(b) Awardees will generally be allowed no more than 10 work days to prepare and submit proposals. The page limit for technical proposals will typically be five pages. However, an adjustment of the submission time

and page limit may be necessary based on the requirements. The due date will be set forth in each TO proposal request. If an awardee is unable to perform a requirement, the awardee may "NO BID" the TO proposal request.

(c) Technical Proposals. The TO proposal request will state whether an oral proposal is required in addition to or instead of the written technical proposals. Proposals will typically be limited to 5 pages. However, more or less pages may be necessary based on the requirements. Resumes are not included in the page limit. Both oral and written technical proposals shall address, as a minimum:

- \* Technical Approach
- \* Key Personnel
- \* Quantities/hours of personnel by labor categories
- \* Resumes of proposed personnel
- \* Other Direct Costs (ODCs)
- \* Risks
- \* Period of Performance
- \* Use of Government Property/Information
- \* Security (including clearance level)
- \* Teaming Arrangement to include subcontracting
- \* Small Business Utilization

(d) Cost Proposals. A written cost proposal will always be required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). The level of detail required shall be primarily based on the contract type planned for use.

(i) Fixed Price or Time & Material (T&M): The proposal shall identify labor categories, in accordance with the Labor Rate Tables contained in Section B, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements (i.e., travel, material). It must also identify any Government Furnished Property (GFP) and/or Government Furnished Information (GFI) required for task performance. If travel is specified in the TO statement of work, airfare and per diem rates by total days, number of trips, number of contractor employees traveling shall be included in the cost proposal.

(ii) Cost-Reimbursement: Cost/Price proposals shall include, as a minimum, a complete Work Breakdown Structure (WBS) which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs, and fee. Both "sanitized" and "unsanitized" cost proposals will be required for cost reimbursement cost proposals. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unsanitized proposals will only be provided to the Contracting Officer, while sanitized proposal will be provided to the COR or Task Monitor..

(e) Other Relevant Information: This information shall always be in writing and shall address other relevant information, as required by the contract or specifically requested by the TO proposal request, e.g. Conflict of Interest issues.

(f) Clarification of Proposal: Proposals will be evaluated in accordance with selection criteria set forth in the TO proposal request. If necessary, during the evaluation of proposals the Government may contact an awardee with questions concerning their proposal. However, such contact does not constitute discussions. Upon completion of evaluations, the CO will issue a TO to the awardee whose proposal is most advantageous to the government.

3. Proposal Process for Excepted Awardees: The proposal process for requirements that meet one of the exceptions to fair opportunity will be the same as mentioned above except that there will be no selection criteria.

4. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed task. In such event, the

contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the "**Disputes**" clause or the "**Contract Disputes Act**".

c. **TASK ORDER (TO) AWARD, CONTENT, AND MONITORING:**

1. **TO Issuance:** TOs may be issued by mail or facsimile on a DD Form 1155, Order for Supplies and Services. Payment instructions pertaining to multiple accounting classification reference numbers (ACRNs) will be included in each TO award, if applicable. When it becomes available, TOs may also be issued via electronic commerce.

2. **Unauthorized Work:** The contractor is not authorized to commence performance prior to issuance of a signed TO or verbal approval provided by the CO to begin work.

3. **Task Funding Restrictions:** No unfunded and/or optional tasks are allowed.

4. **Changes in T&M TO:** Contractors shall provide written notification to the CO, COR, and TM, and obtain CO approval, prior to making changes to the labor mix on operating TOs, if the change in hours is more than 15 percent higher than the hours originally proposed in that labor category, or if any new labor category (i.e., a category not originally proposed for this TO) is intended for use under the TO. The contractor shall submit a revised cost proposal to show original amount/award, proposed revised amount and difference.

5. **Ombudsman:** In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Director for Acquisition, Logistics, and Facilities has been designated as the DISA Ombudsman. The DISA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the DISA Ombudsman must be forwarded to:

Defense Information Systems Agency  
Director for Acquisition, Logistics and Facilities  
5111 Leesburg Pike, Suite 900  
Falls Church, VA 22041

## **G.2 PREPARATION OF VOUCHERS**

a. General.

(1) SF-1034, "Public Voucher for Purchases and Services Other than Personal," shall be prepared and submitted for payments under this contract.

(2) Pursuant to DFARS 242.803(b), the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this contract for cost-reimbursement task orders and T&M task orders which include other direct costs (ODCs) is assigned to the cognizant Defense Contract Audit Agency (DCAA), as follows:

[DCAA address is contract specific]

If DCAA authorizes the contractor to submit vouchers directly to the paying office, then a copy of the authorization and the voucher shall be submitted directly to the paying office identified on the DD Form 1155 for all task order types.

(3) To ensure the timely processing of the contractor's payment, T&M vouchers which include ODCs and cost-reimbursement vouchers shall be forwarded in original and three copies simultaneously, as follows:

(a) Original to the cognizant DCAA Auditor (for administrative review, provisional approval and forwarding to the Finance Office identified on the DD Form 1155;

(b) Copy to the Finance Office listed on the DD Form 1155;

(c) Copy to the Contracting Officer's Representative at the following address;

DISA/AP21  
5275 Leesburg Pike  
Falls Church, VA 22041

(d) Copy to the Task Monitor identified in the task order statement of work.

(4) To ensure timely processing of the contractor's invoices, FP vouchers and T&M vouchers for labor only do not have to be submitted through DCAA. These vouchers shall be forwarded simultaneously to the finance office and the Task Monitor.

(5) All vouchers submitted to the Government shall delineate cost by:

- \* Contract number
- \* Task order number
- \* Corresponding accounting and appropriation data
- \* Contract Line Item Number (CLIN)
- \* Any additional information required by specific payment clauses

b. Billing Instructions.

(1) T&M type vouchers and required support documentation/justification shall be submitted pursuant to FAR 52.232-7, except the withholding of 5%. For the purposes of this contract, the 5% withholding is waived. See Section I, FAR 52.232-7, "Payments Under Time and Materials and Labor Hours Contracts."

(2) Cost-reimbursement vouchers shall be submitted pursuant to FAR 52.216-7, "Allowable Cost And Payment," and must specify as a minimum, the following information for the billing period:

(a) The total price for the current billing period and the cumulative amount billed for the current fiscal year. The current price and total cumulative price will be shown by CLIN/Sub-Contract Line Item Number (SLIN).

(b) Within ninety (90) days after the end of each of its fiscal years for estimating, accumulating, and reporting task order costs, the contractor shall submit a proposed final indirect submission pursuant to FAR 52.216-7(d)(2).

(c) Completion Voucher.

(i) The completion voucher is the last voucher to be submitted on a task order.

(ii) FAR 52.216-7(h) requires the contractor to submit the completion voucher following completion of the work under the contract task order. However, prior to submitting the completion voucher, DCAA must have completed an audit of the contractor's incurred costs relating to the contract task order.

**G.3 DISA 52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY (JUN 1996)**

a. The contract will be awarded by the DISA DITCO-NCR. The Procuring Contracting Officer (PCO) may assign certain administration functions to the cognizant Contract Administration Office (CAO) by a specific delegating letter. All functions not specifically delegated to the CAO will be assigned to the DISA DITCO-NCR, 5111 Leesburg Pike, Suite 900, Falls Church, VA 22041, unless otherwise prohibited by statute or regulation.

b. The DISA DITCO-NCR Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely in the DITCO-NCR CO. In the event the contractor effects any such change at the direction of any other person other than the DITCO-NCR CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.

c. The contractor shall submit requests for modifications of this contract to the DITCO-NCR CO with a copy of the request to the COR as designated in the COR appointment letter.

d. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition Regulation). Only the DITCO-NCR CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the DITCO-NCR CO.

e. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the NCR CO.

#### **G.4 DISA 52.219-9100 SUBMITTAL OF SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS (IAW FAR 19.704(a))**

Standard Form (SF) 294, Subcontracting Report for Individual Contracts, required in accordance with FAR 19.704(a), shall be submitted to the Contracting Officer at the address in the "issued by" block on the front page of this document. A copy of the report shall be submitted to the Office of Small and Disadvantaged Business at the following address:

Defense Information Systems Agency  
Office of Small and Disadvantaged Business  
701 South Courthouse Road  
Arlington, VA 22204-2199

#### **G.5 DISA 252.201-9100 CONTRACT MANAGEMENT (IAW DFARS 201.602-2)**

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during the performance of the contract:

a. Contracting Officer. All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.

b. Contracting Officer's Representative (COR): A COR will be designated on authority of the Contracting Officer to monitor and assist in the administration of the contract. Contacts with agencies of the Government and interfacing with other contractors required in the performance of this contract may be accomplished through and with the coordination of the COR. A letter of designation will be issued to the COR, with a copy supplied to the contractor, stating the responsibilities and limitations of the COR.

c. Task Monitors (TM). A TM will be designated on authority of the Contracting Officer to monitor and coordinate all technical aspects and assist in the administration of an individual task order. Contacts with agencies of the Government and interfacing with other contractors required in the performance of this contract may alternately be accomplished through and with the coordination of the TM. A letter of designation will be issued to the TM, with a copy supplied to the contractor, stating the responsibilities and limitations of the TM.



## SECTION H Special Contract Requirements

### H.1 CORPORATE CHANGES.

The contractor shall notify the DISA DITCO-NCR Contracting Officer in writing of changes or potential changes to corporate status and major corporate revisions, such as buy-outs, sale or dissolution, and changes in personnel policy.

### H.2 LOGISTIC SUPPORT FOR OCONUS WORK OCCURRING IN GERMANY AND ITALY

a. In accordance with DFARS 225.802-70, authorization for obtaining logistic support and privileges in Germany and Italy for DOD contractor personnel and their family members require a "Technical Expert" designation.

b. Technical Expert refers to a person with a high degree of skill or knowledge in the systematic procedure by which a complex or scientific task is accomplished, as distinguished from routine mental, manual or physical processes. The skills and knowledge must have been acquired through a process of higher education or through a long period of specialized training and experience.

c. Logistic support may include, but not is not limited to, commissary services, military exchange (AAFES) facilities, class IV facilities, customs exemption, legal assistance, local government transportation for official Government business, local morale/welfare recreation services, military banking facilities, military postal service, mortuary service, officer of NCO/EM clubs, privately-owned vehicle registration for USAREUR, purchase of petroleum and oil (POL) products, transient billets, and messing facilities at remote sites only (reimbursable).

d. For work performed in Germany, a "Certification of Employee Technical Expert Status" and "Individual Logistic Support Questionnaire" will be completed and submitted with the Government task order statement of work, thereby allowing the contractor to complete the questionnaire and submit with the task order proposal.

### H.3 GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. The Government and the contractor understand and agree that the services to be provided under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer, military or civilian.

2. Be placed in a staff or policy making position.

3. Be placed in a position of command, supervision, administration or control over military or civilian personnel, or personnel of other contractors, or become a part of the Government organization.

4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulation of DOD or the Federal Government.

5. Be used in administration or supervision of military procurement activities.

c. Employee Relationship:

1. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment or direction on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

2. Rules, regulation, direction, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

#### **H.4 ASSOCIATE CONTRACTORS**

The contractor shall be required to accomplish the following:

a. Coordinate and exchange, directly with the contractors holding the contracts listed below, all information pertinent and essential to DISA's Chief Engineer accomplishment of its mission responsibilities.

(1) DISA Next Generation Engineering: DCA100-02-D-4003, ARTEL, Inc.; DCA100-02-D-4004, Femme Comp Inc.; DCA100-02-D-4005, FGM, Inc.; DCA100-02-D-4006, Pragmatics, Inc.; DCA100-02-D-4007, Northrop Grumman Information Technology; DCA100-02-D-4008, SAIC; DCA100-02-D-4009, SRA International, Inc.

(2) ENCORE: DCA200-02-D-5005 - Analytical Services, Inc. (ASI); DCA200-02-D-5006 - Computer Sciences Corporation (CSC); DCA200-02-D-5007 - Electronic Data Systems (EDS) Corporation; DCA200-02-D-5009 - Lockheed Martin Integrated Systems, Inc.; DCA200-02-D-5010 - Northrop Grumman Information Technology Systems; DCA200-02-D-5011 - Pragmatics, Inc.; DCA200-02-D-5012 - TranTech, Inc.; DCA200-02-D-5013 - TRW Systems; DCA200-02-D-5014 - Unisys, U.S. Government Group

(3) Joint Interoperability and Engineering Organization (D6/JIEO) Systems Engineering (JSE): Contracts DCA100-97-D-0022, ARTEL, Inc; DCA100-97-D-0023, Femme Comp, Inc.; DCA100-97-D-0024, Getronics Government Solutions; DCA100-97-D-0025, Logicon, Inc; DCA100-97-D-0026, Pragmatics, Inc.; DCA100-97-D-0027, SETA Corporation; DCA100-97-D-0028, Stanley Associates, Inc; and DCA100-97-D-0029, Validity Corporation.

(4) Defense Information Infrastructure (DII) Integration. Contract DCA100-97-D-0043, SAIC.

(5) DII Common Operating Environment (COE) Engineering. Contract DCA100-99-D-4000, Logicon, Inc..

(6) Defense Enterprise Integration Services (DEIS) II. Contracts DCA100-96-D-0047, SAIC; DCA100-96-D-0048, Unisys Federal Systems, DCA100-96-D-0049, Lockheed Martin Services, Inc, DCA100-96-D-0050, TRW, Inc, DCA100-96-D-0051, CSC; and DCA100-96-D-0052, EDS Corporation.

(7) Information Assurance (IA). Contracts DCA200-00-D-5011, ACS Defense, Inc., DCA200-00-D-5012, ARTEL, Inc.; DCA200-00-D-5013, CSC; DCA200-00-D-5014, EDS Corporation; DCA200-00-D-5015, Logicon, Inc.; DCA200-00-D-5016, Pragmatics, Inc.; DCA200-00-D-5017, SAIC; DCA200-00-D-5018, SRA; DCA200-00-D-5019, Logicon TASC; DCA200-00-D-5020, Veridian Information Solutions; and DCA200-00-D-5021, Getronics.

The Government may award contracts to other contractors who will be identified as Associate Contractor(s) as contemplated by this clause.

b. Discuss and attempt to resolve any problems between the Contractor and the Associate Contractor which may exist. The CO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner.

c. Furnish the CO copies of communication between the Contractor and the Associate Contractor relative to contract performance.

d. The close interchange with the Associate Contractor(s) may require access to or release of proprietary or limited/restricted rights data. In such event, the contractor shall enter into agreement(s) with the Associate Contractors to adequately protect such data from unauthorized use or disclosure so long as it remains as such. A copy of any such agreement shall be provided to the CO.

## **H.5 TEAMING ARRANGEMENTS**

a. Due to the wide range of products and services to be delivered under this contract, the rapidly changing nature of the information technology industry, and the objective of significant small business participation, the Government encourages contractors to continuously review the marketplace to team or subcontract with companies that provide new and innovative products and services.

b. Only first-tier subcontracting is allowed on task orders.

c. For the small business set aside contractors, at least 50% of each awarded task order shall be performed by the small business. Small business prime contractors may combine with other small business subcontractors in order to reach the 50% limit.

d. For full and open contractors, the following small business percentages, based on total contract dollars, are established as a mandatory requirement: 15% to small business, of which 3% to small disadvantaged business (including HBCU/MIs), 3% to small woman-owned business, 1% to Hub-Zone business, and 1% to service disabled veteran owned business.

## **H.6 SUBCONTRACTING APPROVAL FOR TASK ORDERS**

a. The contractor's subcontracting plan dated [to be determined], if applicable, in support of this contract is hereby approved and incorporated herein by reference.

b. In accordance with FAR clause 52.244-2, the Government is required to provide approval/consent for new subcontractors. Contracting Officer approval to subcontract will be provided upon award of the individual task orders. Only first-tier subcontractors will be approved.

c. With regard to any T&M or FP task orders, subcontractors shall be reimbursed via the fully-loaded rates specified in Section B. No additions or adjustments will be made to account for added subcontractors.

d. As tasked, all materials required for performance of this contract, which is not Government-furnished, shall be furnished by the contractor. The contractor shall utilize the Government supply sources when available (for example, GSA Schedule, ESI). When requisitioning procedures reveal that required material is not available from the Government supply sources, the contractor shall identify it in its TO proposal. All requests for Contracting Officer consent shall be submitted in accordance with FAR Part 44 and DFARS Part 244.2.

e. Ownership of supplies acquired or otherwise provided by the contractor for performance of this contract shall vest with the Government.

## **H.7 DISA 52.203-9100 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (IAW FAR 3.104)**

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (a) through (d) below.

a. **Indoctrination of Personnel.** The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the COR for retention, prior to work commencing. The contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

DEFENSE INFORMATION SYSTEMS AGENCY

NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, \_\_\_\_\_ (print or type name), as an employee of \_\_\_\_\_ (insert name of company), a contractor performing under contract to the (insert organization/directorate), pursuant to contract number DCA100-02-D-400x, agree not to disclose to any individual, business entity or anyone within (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, and budgeting system (PPBS) information, or (2) sensitive, proprietary or source selection information contained in or accessible through this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

(Signature of Contractor Employee)

Date

(Contractor)

(Telephone No.)

b. Signed Agreements.

1. The contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the CO. These shall be signed prior to work commencing.

2. In addition the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.

c. Government Designated Contractors. The contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the CO.

List designated contractors:

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

d. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

#### **H.8 DISA 52.204-9100 SECURITY (IAW FAR 4.403(c))**

This document is unclassified; however, a Top Secret Facility Clearance is required for the performance under this contract. The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with the Contract Security Classification Specification, DD Form 254, pertaining to this contract. The contractor shall conscientiously follow the security guidance provided in the DD Form 254, the Classification Guide, and other guidance that may be established in writing by the Contracting Officer's Representative (COR).

#### **H.9 DISA 52.208-9100 LIMITATION OF PRINTING, DUPLICATIONS, AND OTHER REPRODUCTIONS (IAW FAR 8.801 & 8.802; DARS 8.802)**

a. The contractor shall deliver only the minimum number of copies required by the Government to either accept or reject a particular deliverable as specified in the task order statement of work. Additional copies shall not be reproduced by the contractor. For example, the contractor shall not duplicate the brochure for further distribution. The Government will not reimburse contractor charges for copies/reproduction unless a waiver has been approved by the Contracting Officer.

b. Printing of materials in excess of the above quantities require compliance with "Government Printing and Binding Regulations". (The "Government Printing and Binding Regulations" is published by the Congressional Joint Committee on Printing (JCP)). Copies of this publication (S. Pub 101-9) are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. These regulations do not preclude the writing, editing, preparation of manuscript or related illustrative material, if required as part of this contract. They do not apply to the printing or duplicating required by contractors for their own use in complying with the contract.

#### **H.10 DISA 52.209-9100 ORGANIZATIONAL CONFLICT OF INTEREST (IAW FAR 9.5)**

It is understood and agreed that the contractor, under the terms of this contract, or through the performance of the Statement of Work made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the contractor in an organizational conflict of interest, which could serve as a basis for excluding the contractor from supplying products or services to the Defense Information Systems Agency (DISA). Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the contractor to perform work, in contravention of the above understanding. The contractor is required to provide information regarding any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer shall notify the contractor, and the parties shall mutually take

action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include tasking which involves the preparation of a complete specification of materials leading directly and predictably to competitive procurement of a system. This clause shall be included in any subcontracts awarded under this contract.

#### **H.11 DISA 52.215-9113 CONFERENCES (IAW FAR 15.204-2(h))**

The Contracting Officer, or his duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract. Any conferences or meetings shall be scheduled and coordinated with the Contracting Officer. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the Monthly Status Report for the current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

#### **H.12 DISA 52.215-9114 TRAVEL (IAW FAR 15.204-2(h))**

The prior approval of the Task Monitor is required for travel (other than local travel) performed in connection with the individual task order.

#### **H.13 DISA 52.215-9117 KEY PERSONNEL**

- a. Contract-level key personnel are those personnel considered to be essential to the performance of the contract. Key personnel at the contract level are the Program Manager and Senior Engineer.
- b. Task order level key personnel are those personnel considered to be essential to the performance of the task order. The contractor shall identify key personnel in individual task order proposals.
- c. The contractor shall notify the Contracting Officer's Representative (COR) (contract level) or Task Monitor (task order level), at least 15 days prior to making any changes in key personnel. The contractor must demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the contractor has demonstrated to the satisfaction of the COR or Task Monitor that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

#### **H.14 DISA 52.215-9118 MATERIAL PURCHASES (IAW FAR 15.204-2(h))**

Except for those items proposed by the contractor and agreed upon by the Government and contractor during negotiation of individual task orders, any material purchased by the contractor under this contract must be approved by the Contracting Officer prior to its purchase. The Government shall not be liable for material purchased without the Contracting Officer's prior consent.

#### **H.15 DISA 52.228-9100 WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.307-2)**

In performing work under this contract on a Government installation or in a Government building, the contractor shall:

- a. Obtain and maintain the minimum kinds and amounts of insurance specified by FAR 28.307-2.
- b. Conform to the specific safety requirements established by this contract.
- c. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- d. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract.

e. Take such additional immediate precautions as the Contracting Officer or Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.

**H.16 DISA 52.232-9100 NOTIFICATION UNDER A TIME & MATERIAL CONTRACT AND A COST-REIMBURSEMENT CONTRACT (IAW FAR 52.232-7 and 52.232-20)**

The notification required by the FAR 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts," and FAR 52.232-20, "Limitation of Cost," shall be accomplished only by separate correspondence directed to the Contracting Officer; no other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the Contracting Officer SHALL NOT constitute compliance with this requirement. Separate notification is required for O&M and RDT&E appropriations.

**H.17 DISA 52.245-9100 GOVERNMENT PROPERTY (IAW FAR 45.103(c))**

a. Government Furnished Equipment: Government furnished equipment, data, or services as set forth in the SOW.

b. Contractor Acquired Property: In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

c. Disposition of Government Property: Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Contracting Officer will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

d. Risk of Loss: The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor.



SECTION I Contract Clauses

**I.1 CLAUSES INCORPORATED BY REFERENCE:**

FAR:

52.202-1	Definitions	MAY 2001
52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-6	Brand Name or Equal	AUG 1999
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.216-14	Allowable Cost and Payment--Facilities Use	APR 1984
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.219-7	Notice of Partial Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996

52.222-26	Equal Opportunity	FEB 1999
52.222-26 Alt I	Equal Opportunity (Feb 1999) - Alternate I	FEB 1999
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-35 Alt I	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) - Alternate I	APR 1984
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-36 Alt I	Affirmative Action for Workers with Disabilities (Jun 1998) - Alternate I	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Balance of Payments Program--Supplies	FEB 2000
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	JAN 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	OCT 1988
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-and-Materials and Labor Hour Contracts	MAR 2000
52.232-7	Payments Under Time-and-Materials and Labor Hour Contracts Alternate I	MAR 2000
52.232-7	Payments Under Time-and-Materials and Labor Hour Contracts Alternate II	MAY 2000
52.232-7	Payments Under Time-and-Materials and Labor Hour Contracts	MAR 2000
52.232-8	Discounts For Prompt Payment	JAN 1996
52.232-9	Limitation On Withholding Of Payments	MAY 1997
52.232-11	Extras	APR 1984
52.232-17	Interest	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984

52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-32	Performance-Based Payments	MAY 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-8	Restriction on Severance Payments to Foreign Nationals	OCT 1995
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	OCT 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.245-1	Property Records	APR 1984
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Dec 1989) - Alternate I	APR 1984
52.245-2 Alt I (Dev)	Government Property (Fixed-Price Contracts) (Dec 1989) Alternate I (Deviation)	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-5 Alt I	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) Alternate I	JUL 1985
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996

52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
DFARS:		
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7003	Information For Duty-Free Entry Evaluation	MAR 1998
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	SEP 2001
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	JUN 1997
252.227-7000	Non-estoppel	OCT 1966
252.227-7001	Release Of Past Infringement	AUG 1984
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995

252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7032	Rights In Technical Data And Computer Software (Foreign)	JUN 1975
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	JUN 1997
252.229-7005	Tax Exemptions (Spain)	JUN 1997
252.229-7006	Value Added Tax Exclusion (United Kingdom)	JUN 1997
252.229-7008	Relief From Import Duty (United Kingdom)	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Governments Obligation	AUG 1993
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7003	Frequency Authorization	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7002	Access	DEC 1991
252.239-7003	Facilities And Services To Be Furnished--Common Carriers	DEC 1991
252.239-7004	Orders For Facilities And Services--Common Carriers	DEC 1991
252.239-7005	Rates, Charges, And Services--Common Carriers	DEC 1991
252.239-7006	Tariff Information	JUL 1997
252.239-7007	Cancellation Or Termination Of Orders--Common Carriers	JAN 1997
252.239-7008	Reuse Arrangements	DEC 1991
252.239-7012	Title To Telecommunication Facilities And Equipment	DEC 1991
252.239-7013	Obligation Of The Government	DEC 1991
252.239-7014	Term Of Agreement	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	MAY 1995

## **I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of contracting officer and shall not be binding until so approved.

(End of clause)

**I.3 FAR 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [to be completed at award] through [to be completed at award].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.4 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (\$50.00), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$20 million.;

(2) Any order for a combination of items in excess of \$200 million; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.5 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [to be completed at award].

(End of clause)

**I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 24 hours of the expiration date of the contract (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least        days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven years.

(End of clause)

**I.7 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment 1	Statement of Work - DISA Next Generation Engineering
Attachment 2	Labor Rate Table - Government Site and Contractor Site
Attachment 3	DD Form 254, DOD Contract Security Classification Specification